

AGREEMENT OF AGENCY

Agreement made this day of , 1954, by and between (hereinafter referred to as Station), and Ira Rabkin, (hereinafter referred to as Rabkin):

W I T N E S S E T H T H A T :

WHEREAS Station is engaged, among other things, in closed circuit broadcasting at College, and is desirous of obtaining contracts for radio advertising for the academic year beginning in September, 1954; and

WHEREAS Rabkin has had experience in the college radio advertising field and has certain contacts in the New York City area, and is willing to undertake to solicit radio advertising contracts on behalf of Station, more particularly described hereinafter; and

WHEREAS Station desires to utilize the services of Rabkin as its exclusive agent to solicit on its behalf said contracts:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Station hereby appoints Rabkin as its exclusive agent and station representative to (a) solicit on Station's behalf radio advertising contracts from advertisers hereinafter described; and (b) to enter into and execute contracts for said advertising on behalf of and as authorized agent of Station.

2. Said contracts shall be with such advertisers as hotels, retail outlets, places of entertainment and restaurants within and near New York City primarily, and elsewhere as may be mutually

Agreement of Union 3411

100% COTTON CONTENT

U.S.A.

AGREEMENT OF UNION

Agreement made this day of 1954, by and between
(hereinafter referred to as Station), and the Union, (hereinafter referred to as Union):

WITNESSETH THAT

WHEREAS Station is engaged, among other things, in closed circuit broadcasting of
certain contracts for radio advertising for the economic year
beginning in September, 1954; and
WHEREAS Union has had experience in the radio and
television field and has certain contacts in the New York City
area, and is willing to undertake to solicit radio advertising
contracts on behalf of Station, more particularly described here-
inafter; and

WHEREAS Station desires to utilize the services of Union as
its exclusive agent to solicit on its behalf radio advertising
contracts, in consideration of the mutual business con-
tained herein, the parties hereto agree as follows:

1. Station hereby appoints Union as its exclusive agent
and station representative to (a) solicit on Station's behalf
radio advertising contracts from advertising agencies, and
(b) to enter into advertising contracts for radio advertising
on behalf of, and as authorized agent of Station.
2. Said contracts shall be with such advertising agencies as herein

shall be designated by Station, and shall be subject to the approval of Station.

100% COTTON CONTENT

agreed upon from time to time by the parties, and transportation lines, including air, rail and bus, operating between Boston and other cities; and such other advertisers as may be mutually agreed upon from time to time by the parties.

3. Rabkin agrees to solicit said contracts diligently, either personally or through whatever agents he may appoint.

4. As consideration for these services to be performed by Rabkin, Station will pay to Rabkin 15% of the applicable station rate-card rate for time purchased by the advertiser as a result of solicitation by Rabkin; PROVIDED, HOWEVER, that in any case where Rabkin obtains said contracts through an advertising agency rather than from the advertiser itself, Station will pay to Rabkin 15% of the amount of said applicable station rate-card rate remaining after deduction of its commission by said agency.

5. Station agrees not to solicit on its own behalf the advertisers covered by the description in paragraph 2 hereof, and further agrees not to appoint any other agent for the purpose of soliciting such advertisers.

6. Station agrees to save Rabkin harmless from any and all liability arising from performance or nonperformance of broadcasting contracts solicited or obtained by Rabkin as agent for Station.

7. This agreement may be terminated by either party on sixty (60) days' written notice, PROVIDED, HOWEVER, that on all contracts that are in force or have been negotiated by Rabkin at the time of said notice, Station shall pay Rabkin the full commission agreed to in paragraph 4 hereof whether performance of contract occurs before or after actual termination.

IN WITNESS WHEREOF the parties hereto have hereunto set

agreed upon from time to time by the parties, and transportation
thereof, including air, rail and bus, operating between London and
other cities; and such other advantages as may be mutually
agreed upon from time to time by the parties.

3. Radio will agree to submit all contracts obligating
it to the Commission for its review and approval.
4. The Commission for these services to be performed by
Radio, Station will pay to Radio the fee of the applicable station
rate-card rate for time purchased by the advertiser as a result
of solicitation by Radio; PROVIDED, HOWEVER, that in any case
where Radio obtains said contracts through an advertising agency
rather than from the advertiser itself, Station will pay to
Radio 15% of the amount of such applicable station rate-card
rate remaining after deduction of the commission of such agency.
5. Station agrees not to solicit on its own behalf any ad-
vertiser covered by the foregoing in writing or otherwise, and
further agrees not to accept any other agency for the purpose of
soliciting such advertising contracts.

6. Station agrees to make Radio harmless from any and all
liability arising from performance or non-performance of parties
existing contracts solicited or obtained by Radio as agent for
Station.

7. This agreement may be terminated by either party on
sixty (60) days' written notice. PROVIDED, HOWEVER, that on all
contracts that are in force or have been negotiated by Radio at
the time of said notice, Station shall pay Radio the full com-
mission agreed to in such contracts and not otherwise performance of
contract made before or after notice of termination.
IN WITNESS WHEREOF, the parties have hereunto signed and

their hands and seals on the date first above written.

Witness

Ira Rabkin

By

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100% COTTON CONTENT

U.S.A.

AGREEMENT OF AGENCY

DATED: _____

GASTON, SNOW, RICE & BOYD
SHAWMUT BANK BUILDING
BOSTON